

*Attorneys for Defendant Joshua Constantin – Pro Se*

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**UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH  
CENTRAL DIVISION**

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MILLROCK INVESTMENT FUND 1, LLC,

Plaintiff,

v.

HEALTHCARE SOLUTIONS  
MANAGEMENT GROUP, INC.;  
HEALTHCARE SOLUTIONS HOLDINGS  
INC.; LANDES CAPITAL  
MANAGEMENT, LLC; LANDES AND  
COMPAGNIE TRUST PRIVE KB; JOSHUA  
CONSTANTIN; JUSTIN SMITH; STUART  
MCMAHEN; AND BLACK LABEL  
SERVICES, INC.,

Defendants.

**DECLARATION OF JOSHUA  
CONSTANTIN**

Case No. 2:23-cv-000157-RJS-DAO

Chief District Judge Robert J. Shelby

Magistrate Judge Daphne A. Oberg

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I, Joshua Constantin, state and declare as follows:

1. I am over the age of 18, am competent to testify, and have personal knowledge of the matters testified to herein.
2. I am a Defendant in this matter.
3. In 2017, I co-founded Healthcare Solutions Holdings, Inc. (“HSH”), which is a wholly-owned subsidiary of Healthcare Solutions Management Group, Inc. (“HSMG”).
4. Since 2017, I have worked for HSH and HSMD both as an employee and consultant in the capacity of corporate comptroller and lead supervisor for HSH’s commercial real estate activities.

5. The only time that I served as an officer or director of the corporation was from March 21, 2023 – November 6, 2023.

6. On or about July 29, 2018, Jameson, LLC d/b/a American Development Partners (“ADP”) entered into a multi-unit development agreement with HSMG and Advance Care Medical, Inc. to develop ambulatory surgical centers and advance care medical centers throughout the country.

7. Millrock Investment Fund 1, LLC (“Millrock”), through its association with ADP, purchased various commercial properties to act as ACM centers, and entered into lease agreements with HSH as the lessee.

8. The lease agreements between HSH and Millrock were negotiated on behalf of HSMD by Dr. Sadeem Mahmood.

9. None of the leases between Millrock or HSMD contained any provisions for personal guarantees of said leases.

10. None of the leases between Millrock or HSMD contained any provisions for a Tenant Improvement Allowance (TI) or a Furniture, Fixture, and Equipment (FF&E) credit.

11. None of the leases between Millrock or HSMD contained any provisions designating the equipment inside the leased space as that of the Landlord or establishing the right to place a lien on HSH’s property therein.

12. Millrock and/or any of its related entities only ever acted as landlords for HSMD – they were never investors or shareholders of the company.

13. A few years after entering into the development and lease agreements with ADP and Millrock respectively, HSMG began struggling financially and was on the brink of going out of business.

14. On multiple occasions, due to HSMD's poor financial situation, I attempted to negotiate the Millrock lease agreements and informed Millrock that HSMD was going to be forced to restructure the company given it had run out of capital, but to no avail.

15. As of January 2023, HSH's core business was shut down.

16. As a result of HSMG's impending collapse, HSMG was struggling to retain employees and multiple top-level executives began resigning. On March 15, 2023, Dr. Joseph Asuncion resigned as Chief Medical Officer and Director, Dr. Richard Muckerman resigned as Vice President of Strategy and Business, Blake Moorman resigned as Vice President of Operations, Dr. Richard F. Wittock resigned as Vice President of Clinical Affairs, and Dr. Abdullah Arshad resigned as Director.

17. Due to HSH's business shutting down, HSH had fallen significantly behind in paying me regular payroll, providing me medical benefits, and paying the bonuses I had earned under the terms of my employment contract.

18. Given HSH's inability to provide me with the salary and benefits I was owed, HSH and I entered into a Settlement Agreement and Release on March 5, 2023, which was negotiated by Jonathan Loutzenhiser on HSH's behalf.

19. Pursuant to my Settlement Agreement with HSH, HSH agreed to pay me \$2,235,923.

20. HSMG's March 5, 2023 Form 8-K confirms this agreement was reached and states that HSH agreed to pay me a total sum of \$2,235,923 no later than one (1) business day after I delivered to HSH a signed copy of the agreement.

21. I was not paid the \$2,235,923 Settlement Payment when it became due.

22. For this reason, on March 6, 2023, I obtained a judgment against HSMG for the nonpayment of the \$2,235,923 Settlement Payment.

23. I would not have been forced to obtain a judgment against HSMG had I been paid the \$2,235,923 Settlement Payment.

24. Given HSMG's breakdown and insolvency, I was unable to collect on my judgment.

25. On March 15, 2023, I agreed to be appointed as HSMG's Interim Chief Executive Officer, Interim Chief Financial Officer and sole member of the Board of Directors in hopes of collecting outstanding debts owed to HSMG, which I could then use to pay my \$2,235,923 that remained due and owing.

26. I never was able to collect any outstanding debts and ultimately resigned on or about November 6, 2023.

27. To date, I have not received any of the \$2,235,923 Settlement Payment.

28. I have produced HSH bank records, which I have provided to Millrock, that verify that no such transfers ever occurred.

DATED this 4<sup>th</sup> day of March, 2024.

/s/ Joshua Constantin  
Joshua Constantin  
(signed electronically with permission)

